erections can be consistently protected. Although the result may appear to be very hard upon the plaintiff, the decision in the principal case is no doubt in accord with correct theory, and at its worst shows that a hard case does not justify a deviation from settled principles.

INJUNCTION—SLANDER OF TITLE.—The life tenant of a parcel of land repeatedly declared that the fee simple thereto was in him and another, and that he intended to sell same, thereby repudiating the title of the remaindermen. *Held,* such declarations constitute slander of title and cast a cloud thereon, and justify such relief as would fix the rights and protect the interests of the true owners. *Elam* v. *Alexander* (Ky. 1917), 191 S. W. 666.

Mere verbal claims cannot cast a cloud on title. *Sulphur Mines Co.* v. *Boswell,* 94 Va. 480, 27 S. E. 24; *Devine v. City of Los Angeles,* 202 U. S. 313. There are statutes which provide for the removal of a cloud on title raised by mere assertion of claim, §500 ANN. CODE OF MISS. 1892, but the language used is not technical. As a matter of fact, oral claims may undoubtedly affect marketability, and so, in the ordinary sense, becloud title, but the legal significance of the term is not so broad. It is used in the cases, not to cover all instances where the value of title is diminished through an impairment of its marketability, but only in those cases where the means of effecting that result is exerted in tangible form which a court of equity may remove. Verbal claims may give rise to an action for damages, or their repetition may be enjoined, but they constitute no cloud on title, and the term is misused in the present case.

JUDGMENT—MERGER.—Plaintiff had a claim against one H. S.; in suing upon this claim the writ was by misapprehension issued against a firm of S. Bros., and service made on one J. S. alleged to be a member of that firm, which in fact had no existence. No appearance was entered, and plaintiff obtained a judgment by default against the supposed firm of S. Bros. This unsatisfied judgment was never set aside. Subsequently plaintiff sued H. S. and the latter pleaded the judgment against S. Bros. in bar. *Held,* the cause of action against H. S. was not merged in a judgment against S. Bros., *M. Isaacs & Sons* v. *Salbstein,* 85 L. J. K. B. 1433.

The decision reached is undoubtedly an equitable one, and seems sound in principle. The rule that a judgment against one of two joint debtors is a bar to an action against the other for the same debt does not cover this case, for H. S. was not a joint debtor of any firm of S. Bros. *King* v. *Hoare,* 14 L. J. Ex. 29; *Ward* v. *Johnson,* 13 Mass. 148. The case is rather within the rule of the *Duchess of Kingston's Case* (1776), 2 Smith's L. C. (12th Ed.) 754. It was there held that a judgment may be relied on as an estoppel only when it has resulted from a previous suit "between the same parties." The principle in such cases is limited in its application to actions between the same parties or any persons who were joint contractors with them in the contract which has been sued to judgment, or who were agents or principals of the party. A logical support for the instant decision is that the cause of action against S. Bros. cannot be said to be the same cause of action which plaintiff has against H. S.